



Republic of the Philippines  
PROVINCE OF ZAMBOANGA DEL NORTE  
Municipality of Siayan



OFFICE OF THE SANGGUNANG BAYAN

**EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNANG BAYAN OF SIAYAN,  
ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE 8TH DAY OF JULY 2024.**

**PRESENT:**

Hon. Josecor S. Gepolongca, Presiding Officer  
Hon. Raul P. Dominise, Presiding Officer Pro-Tempore  
Hon. Daisy A. Limbang, Majority Floor Leader  
Hon. Wilfredo A. Siasico, Asst. Majority Floor Leader  
Hon. Rey L. Anugon  
Hon. Roel J. Fabiran,  
Hon. Wencito B. Intoy,  
Hon. Billynel C. Catig,  
Hon. Estrella S. Zapatos, Minority Floor Leader  
Hon. Maria Gina Z. Atay, LIGA President  
Hon. Dave F. Labadlabad, SK Fed. President  
Hon. Johnny C. Anugon, Sr. IPMR

Municipal Vice Mayor  
Sangguniaing. Bayan Member

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**ABSENT:**

None

**"RESOLUTION NO. 145  
Series of 2024**

**RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE REPRESENTED BY THE HON. MUNICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A TRIPARTITE MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF AGRICULTURE FIELD OFFICE IX, REPRESENTED BY IT REGIONAL DIRECTOR ENGR. MARCOS C. AVES SR. AND THE SINDANGAN FACOMA COMMUNITY MULTI-PURPOSE COOPERATIVE, REPRESENTED BY MR. GUNDINO B. OMOS, BOD CHAIRMAN FOR IMPLEMENTATION OF INTEGRATED NATIONAL SWINE PRODUCTION INITIATIVE FOR RECOVERY AND EXPANSION IN THIS MUNICIPALITY.**

**WHEREAS**, the terms and conditions, covenants of both parties are speculated in the contract;

**WHEREFORE**, premised of the foregoing consideration, and on motion of Hon. Daisy A. Limbang, duly seconded by Hon. Estrella S. Zapatos, it was

**RESOLVED**, as this body hereby resolved by **AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE REPRESENTED BY THE HON. MUNICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A TRIPARTITE MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF AGRICULTURE FIELD OFFICE IX, REPRESENTED BY IT REGIONAL DIRECTOR ENGR. MARCOS C. AVES SR. AND THE SINDANGAN FACOMA COMMUNITY MULTI-PURPOSE COOPERATIVE, REPRESENTED BY MR. GUNDINO B. OMOS, BOD CHAIRMAN FOR IMPLEMENTATION OF INTEGRATED NATIONAL SWINE PRODUCTION INITIATIVE FOR RECOVERY AND EXPANSION IN THIS MUNICIPALITY.**

**RESOLVED FINALLY**, to furnish copies of this resolution to all offices concerned for information and appropriate action.

Carried unanimously"

**I HEREBY CERTIFY** to the correctness of the foregoing Resolution.

**WILFREDO Q. DOMPALES**  
Secretary to the Sanggunian

**CERTIFIED CORRECT  
AS TO ITS PASSAGE:**

**ATTY JOSECOR S. GEPOLONGCA**  
Municipal Vice Mayor  
(Presiding Officer)

## MEMORANDUM OF AGREEMENT

INSPIRE Program's Swine Production Farm in Siayan, Zamboanga Del Norte

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into and executed by and between:

The **DEPARTMENT OF AGRICULTURE- REGIONAL FIELD OFFICE IX**, a government agency created and existing under the laws of the Republic of the Philippines, with address at Barangay Lenienza Pagadian City, represented herein by its Regional Executive Director, **ENGR. MARCOS C. AVES, SR.** herein referred to as the "**DA - RFO IX**";

The **SINDANGAN FACOMA COMMUNITY MULTIPURPOSE COOPERATIVE**, a registered and accredited farmers' association with office address at Poblacion, Sindangan Zamboanga del Norte represented herein by its Chairperson, **GUNDINO B. OMOS**, by virtue of the authority issued by its Board of Directors through Board Resolution No. 145, series of 2024, herein referred to as the "**BENEFICIARY**";

and

The **LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE**, a local government unit created and existing under the laws of the Republic of the Philippines, with address at **SIAYAN ZAMBOANGA DEL NORTE** represented herein by its Municipal Mayor, **HON. ALBERTO J. BONGCAWEL**, by virtue of the authority issued by the Sangguniang Bayan of Siayan, Zamboanga del Norte through Sangguniang Bayan Resolution No. 145, series of 2024, herein referred to as the "**LGU**".

### WITNESSETH

**WHEREAS**, Republic Act No. 8435, otherwise known as *Agriculture and Fisheries Modernization Act of 1997 (AFMA)* sets out the Government's policies in the agriculture sector in attaining equitable distribution of opportunities, income, and wealth, expanding productivity and sustaining increase in production of goods and services thereby raising the quality of life of the people;

**WHEREAS**, in the exercise of the mandate Section 7, Chapter Book IV of Executive Order No. 292 entitled: Instituting the Administrative Code of 1987, the Secretary of the Department is empowered to promulgate rules and regulations necessary to carry out department objectives, policies, functions, plans, programs and projects; and issue administrative orders necessary for the efficient administration of the offices under the Secretary and for proper execution of the laws relative thereto;

**WHEREAS**, the Department launched the **Integrated National Swine Production Initiatives for Recovery and Expansion Program (INSPIRE)** to implement calibrated repopulation and enhancement of the local swine industry to recover the sector's capacity to locally produce sufficient supply of hogs and pork;

**WHEREAS**, the DA-RFO IX is implementing the **Bantay ASF sa Barangay or BABay ASF** Program to complement the **INSPIRE** Program, with an aim of instituting biosecurity and disease control measures through a strong collaboration between and among the Department of Agriculture, its relevant agencies, with concerned Local Government Units (LGU), and stakeholders taking ownership of such program benefitting the farmers;



**WHEREAS**, the Bayanihan Agri-Clusters is one of the key strategies of the Department of Agriculture to achieve its ONE DA REFORM AGENDA whose four pillars include consolidation, modernization, industrialization and professionalization;

**WHEREAS**, "clustering" is one of the strategies of implementation of **INSPIRE Program** and as embodied in the F2C2 Program would be key to consolidation and eventual modernization of the swine farmers and the industry;

**WHEREAS**, the **SINDANGAN FACOMA COMMUNITY MULTIPURPOSE COOPERATIVE** is a registered and accredited farmers association by the DA – RFO IX;

**WHEREAS**, the **SINDANGAN FACOMA COMMUNITY MULTIPURPOSE COOPERATIVE** was assessed and evaluated to be eligible and qualified to implement the **SWINE PRODUCTION FARM** under the INSPIRE Program;

**WHEREAS**, pursuant to the Honorable Secretary's intention, the **DA-RFO**, the **Sindangan Facoma Community Multipurpose Cooperative**, and the **LGU** jointly pledge to extend full support and cooperation for the successful implementation of the project entitled "**Swine Production Farm**";

**NOW THEREFORE**, for and in consideration of the above premises and their mutual covenant herein set forth, the parties hereby agree on the following:

#### **Article I COVERAGE OF THE AGREEMENT**

This Agreement covers the implementation of the **SWINE PRODUCTION FARM** by the **DA-RFO IX**, the **LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE**, and the **SINDANGAN FACOMA COMMUNITY MULTIPURPOSE COOPERATIVE**, in Siayan, Zamboanga del Norte.

#### **Article II THE PROJECT**

**A.** The Project is entitled: "**SWINE PRODUCTION FARM**" herein referred to as the **PROJECT**, has the following objectives:

1. To contribute to the supply of safe, nutritious pork and promote quality hog and meat in Zamboanga Peninsula
2. To increase local swine inventory of pork supply through an average annual production of finishers;
3. Provide additional sources of food and income to the farmer members;
4. To promote clustering and consolidation among small-hold swine raisers;
5. To adopt modern facilities with climate-controlled systems and biosecurity;
6. Provide a venue for training, extension, and learning of farmers, students, and interested individuals; and
7. Support DA and other government agencies' swine-based livelihood programs by producing adequate and quality hogs to supply these program's needs.

**B.** The project has the following components with the corresponding costs as detailed in the attached Project Proposal (**Annex A**):

- C. The program will be implemented by the **Beneficiary** in coordination with the **LGU** and the **DA - RFO IX** within 2 years period commencing from the time the program interventions are completely accepted by the **Beneficiary**.

### Article III OBLIGATIONS OF THE PARTIES

**Section 1.** Obligations and responsibilities of the **Department of Agriculture - Regional Field Office IX**. The **DA - RFO IX** shall have the following obligations and responsibilities:

1. Provide the funds intended for the implementation of the program;
2. Undertake the procurement of the interventions in accordance with Republic Act 9184 otherwise known as the Government Procurement Reform Act;
3. **Turn over the Biosecure Facility, stocks, and other agri-inputs to the Beneficiary after its completion or delivery** and execution of appropriate documents;
4. Require the **Beneficiary** to submit a monthly report of accomplishments that includes but not limited to the farm production records of operations to **DA-RFO IX** through the **LGU** after the completion of the delivery and establishment of all the components of the **PROJECT** as specified in the Project Proposal attached herewith as **Annex A**;
5. Provide technical assistance and market linkaging services to the **Beneficiary**.
6. In coordination with the **LGU**, conduct periodic monitoring and evaluation to ascertain the progress/accomplishment of the project, proper utilization, and compliance with the provisions in this agreement;
7. Have the administrative right to intervene and institute corrective measures for the purpose of preserving the objectives of the project.

**Section 2.** Obligations and responsibilities of the **SINDANGAN FACOMA COMMUNITY MULTIPURPOSE COOPERATIVE**. The **Beneficiary** shall have the following obligations and responsibilities:

1. Create a Special Implementing Unit (SIU) attached to the Office of the President/Chairperson of the **Beneficiary** within one month from the execution of this instrument, that will supervise the implementation of the **PROJECT** in close coordination with the **DA-RFO IX** and the **LGU**;
2. Provide an adequate lot or land compliant with existing zoning ordinances and other existing laws, rules, and regulations where the facility will be established. As such, the **Beneficiary** shall execute the necessary document such as the Deed of Usufruct, Deed of Donation or other appropriate document in favor of the Department of Agriculture - Regional Field Office IX upon the execution of this instrument and will form part of this agreement;
3. Implement the project in conformity with the provisions of this **MOA** and in accordance with the approved Project Proposal attached as **Annex A**;
4. Shall shoulder other costs incurred beyond the maximum subsidy of the Department of Agriculture, such as land preparation/embankment, an electrical connection from the

- main line to the facility (transformer, wirings, etc.), water connection, access road or road improvement, labor and other maintenance expenses of the project and ensure that there is no right of way issues, or such kind of issues are resolved prior to the approval of the project;
5. Shall shoulder the cost in the procurement of the building permit, Certificate of Non-Coverage (CNC), and other documents necessary for the establishment of the project;
  6. Be responsible for the licenses, permits, and other legal requirements for the construction of animal housing/facilities;
  7. Provide administrative and management support mechanisms necessary for the implementation of the **PROJECT**;
  8. Exercise extraordinary diligence in its compliance with all the stipulations agreed upon in this agreement;
  9. Jointly monitor the progress of civil works of the **PROJECT** and provide feedback to the **LGU** and the **DA - RFO IX**;
  10. Ensure unlimited access by **DA-RFO IX** and **National Livestock Program (Central Office)** to all facilities and documents relevant to the monitoring and evaluation of the progress of the project;
  11. Operate the farm following good animal husbandry practices, observance of animal health and welfare principles, and implement sound biosecurity protocols to ensure that the project is sustainable and productive and attain its objectives;
  12. Insure all animals thru the Philippine Crop Insurance Corporation (PCIC);
  13. Assure that the Project is properly identified and labeled as a "**DEPARTMENT OF AGRICULTURE - NATIONAL LIVESTOCK PROGRAM**" at all times;
  14. Implement a payback scheme by repaying three (3) weanlings for every breeder procured within the next two years after the investment year for distribution to the listed members/FCAs.
  15. Implement BABay ASF Program; and
  16. Submit every first week of the first month of every quarter status report of the project to the **DA - RFO IX** and the **LGU** in accordance to the format that will be prescribed by the **DA - RFO IX**. The project status reporting will commence at the start of the operation of the project. It shall contain stock inventory, record of sales and expenditures, among others. **DA-RFO IX** will provide the reporting format for this purpose.
  17. **Report** immediately within twenty-four (24) hours to **DA RFO IX** through the Livestock Program any occurrences of mortality. Should the animal die due to natural death or force majeure, the recipient must report the fact to **DA RFO IX** no later than one (1) week from the date of its occurrence to free itself from obligation to **DA RFO IX**. However if the mortality is due to the fault or negligence of the beneficiary, they shall be obliged to replace the livestock with the same kind and quality; The following documents shall submitted to the **DA-RFO IX** by the **Beneficiary**:

- a. Report of the circumstances surrounding the death of the animal;
- b. Affidavit of two (2) disinterested parties who have knowledge of the death of the animal;
- c. Certificate of inspection by government auditor or any of his authorized representatives;
- d. Livestock death certificate;
- e. Necropsy report by the government veterinarian;
- f. Photograph of the dead animal conspicuously showing its identification marks such as ear tag and/or brand number;

**Section 3. Obligations and responsibilities of the Local Government Unit of Siayan, Zamboanga del Norte.** The LGU shall have the following responsibilities:

1. Assist and facilitate the acquisition of the **BENEFICIARY** in securing various documentary requirements;
2. Provide necessary technical support and assistance to the **BENEFICIARY** in the preparation and implementation of the project;
3. Assist in the monitoring of the **PROJECT**; and
4. Implement BABay ASF Program.

**Article IV  
REDISTRIBUTION SCHEME**

A "redistribution" scheme, as stated in the approved Project Proposal/Document shall be implemented and monitored. The Program requires that the FCA shall "redistribute" three (3) weanlings for every breeder procured within the next two years after the investment year (start of operation) for distribution to other FCAs within the community, to be determined/concurred by DA.

**Article V  
PENALTY CLAUSE**

In the event of non-compliance by the **BENEFICIARY** on their responsibilities in this agreement, such as but not limited to early termination of the project within the period prescribed herein, will deem the **BENEFICIARY** ineligible to avail to any of the programs and projects of the DA.

Failure to provide animals for redistribution due to negligence and without justifiable reasons, within the 2-years period will be a cause for the DA-OU concerned to impose the penalty provisions of the MOA which includes, but not limited, to the blacklisting of the FCA/FCA members/ LGU concerned from NLP programs and projects. The pulling-out and collection of animals and equipment from the recipient as well as filing of cases will also be options whenever assessed by the OUs, subject to the MOA provisions, and the availability of resources to carry-out these activities.

## ARTICLE VI EFFECTIVITY AND DURATION

This agreement shall take effect upon its signing and shall be in force for a period of two (2) years from the date of acceptance of complete interventions unless otherwise expressly extended in writing by the parties herein. Any request for extension of project implementation shall be made before the expiration of this agreement.

Non-completion of the project responsibilities after the period of this agreement has lapsed will mean suspension of the **BENEFICIARY** in availing to any DA interventions, programs or projects until all the responsibilities and obligations are complied with and cleared.

**IN WITNESS WHEREOF**, the parties hereby affix their signatures this \_\_\_\_\_  
at \_\_\_\_\_, Philippines.

**DEPARTMENT OF AGRICULTURE -  
REGIONAL FIELD OFFICE**

**SINDANGAN FACOMA COMMUNITY  
MULTIPURPOSE COOPERATIVE**

**ENGR. MARCOS C. AVES, SR**  
Regional Executive Director

**GUNDINO B. OMOS**  
Chairperson

**LOCAL GOVERNMENT UNIT OF  
SIAYAN, ZAMBOANGA DEL NORTE**

**ALBERTO J. BONGCAWEL**  
Municipal Mayor

**SIGNED IN THE PRESENCE OF:**

**EDU V. VELASCO**  
Municipal Agriculturist

**MARIA MELBA B. WEE**  
RTD for Operations

**ERWIN R. SALINAS**  
Livestock Program Focal Person



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES  
Pagadian City...) S. S.

**BEFORE ME**, a duly commissioned Notary Public, this \_\_\_\_\_ personally appeared the following persons and have showed to me their respective competent evidence of their identity bearing the following information:

NAME	CURRENT IDENTIFICATION DOCUMENT	CARD NO.	ISSUING AUTHORITY
ENGR. MARCOS C. AVES, SR.			
GUNDINO B. OMOS			
ALBERTO J. BONGCAWEL			

They acknowledged to me that they voluntarily affixed their respective signatures on this instrument for the purpose stated therein and declared that they have executed the foregoing instrument as their free and voluntary act and deed and of the agency they respectively represented and that they have the authority to sign for and on behalf of their respective principals.

This instrument pertains to the implementation of the **SWINE PRODUCTION FARM** consisting of eight (8) pages, including this page which this acknowledgement is printed and has been signed by the parties and their instrumental witnesses on every page hereof.

WITNESS MY HAND AND SEAL, on this \_\_\_\_\_ day of \_\_\_\_\_ 2024,  
In Pagadian City, Philippines.

Doc No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_